



SINGAPORE INSPECTION & ENGINEERING PTE LTD.

TERMS AND CONDITIONS

1. Scope and Services

- 1.1. These terms and conditions of Singapore Inspection & Engineering Pte Ltd. (hereinafter **SIE**) (the **Terms and Conditions**) apply to the provision of the Services as described in the Service Quotation and accepted by the Customer (the **Services**) and, together with the Service Quotation (including all schedules and annexes connected thereto), the contents of which are incorporated by reference in these Terms and Conditions, constitute a legally binding contract between SIE and the Customer (the **Agreement**).
- 1.2. SIE may, upon Customer's express request, provide qualified professional services by a registered Professional Engineer (**PE**). Notwithstanding the previous, and unless otherwise requested by the Customer and expressly stated in the respective Agreement, SIE standard Services exclude all qualified professional services which may only be provided by a registered PE, including but not limited to endorsement, professional consultancy, analysis, calculations, recommendations and/or interpretation. Neither SIE nor any of its employees, agents or subcontractors shall be liable to the Customer or any third party in respect of any services provided by a registered PE that is engaged separately by the Customer.
- 1.3. SIE may, upon Customer's request and subject to availability, provide additional services which shall be charged separately from the Services and payable upon the terms agreed in the Service Quotation or as otherwise agreed in writing between SIE and the Customer.
- 1.4. Prior to the commencement of the Services, SIE will inspect the premises where the Services are to be provided (the **Site**) and the physical structures listed in the Service Quotation which are to be tested (the **Tested Assets**). If the Site or the Tested Assets do not materially conform with the descriptions provided by the Customer as set out in the Service Quotation, SIE shall be under no obligation to provide the Services and may terminate the Agreement immediately without any further obligations to the Customer. If the Agreement is terminated in this manner, SIE reserves the right to charge the Customer a reasonable fee in respect of its inspection of the Site and Tested Assets.
- 1.5. SIE reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services without further liability to the Customer. SIE will notify the Customer in any such event.
- 1.6. SIE shall provide the Services to Customer in accordance with the Agreement. In the event of any inconsistency between these Terms and Conditions and the Service Quotation or any other documents forming part of the Agreement, these Terms and Conditions shall prevail and apply.

2. Acceptance of the Services

Following submission of the Customer's request for the provision of the Services to SIE, SIE will provide to the Customer the respective Service Quotation containing certain details of the Services. The Service Quotation shall be only effective and legally binding upon being accepted, signed by the Customer and returned to SIE within the validity date stated on the Service Quotation.

3. Report

- 3.1. At the final stage of the Services, SIE will provide to the Customer a report containing the results and findings of the tests conducted in the course of providing the Services (the **Report**). The Report is solely for the Customer's use and benefit and will be prepared on the basis of SIE's findings and observations in the course of providing the Services, taking into

consideration the conditions under which the Services were performed as well as any relevant features and characteristics of the Site and Tested Assets. The Report is not intended to be representative of similar or equivalent Services or tested assets, neither does it constitute an endorsement by SIE of any Tested Assets.

- 3.2. The Customer is responsible for acting as it sees fit based on the Report. To the fullest extent permitted by law, neither SIE nor any of its employees, agents or subcontractors shall be liable to the Customer or any third party for any actions taken or not taken on the basis of the Report, or any results and findings based on unclear, erroneous, incomplete or misleading information provided by the Customer.
- 3.3. The Report shall not be reproduced, published, disclosed or otherwise, in part or in full, or used in any publicity material without the prior written consent of SIE.

4. Cancellation or delay

- 4.1. The Customer shall inform SIE without delay and at least three (3) working days in advance should it wish to cancel or re-schedule any scheduled work to be performed as part of the Services.
- 4.2. In case the Customer cancels, delays or re-schedules the Services or any scheduled work to be performed as part thereof, Customer shall reimburse to SIE all losses, costs and expenses incurred by SIE in connection with or arising out of the scheduled work and/or provision of the Services.
- 4.3. If, in the course of providing the Services, SIE identifies any defects in any of the Tested Assets which in SIE's opinion present a safety risk, SIE shall inform the Customer accordingly in writing, and SIE shall be under no obligation to perform the Services until the defects have been remedied by the Customer to SIE's satisfaction. In this case, the Customer shall be liable for all losses, costs and expenses incurred by SIE in connection with the scheduled work under the Services.
- 4.4. Any rescheduling of scheduled work, including without limitation in the context of clause 4.3 hereunder, is conditional to SIE availability and acceptance and may be subject to additional charges and costs. SIE reserves all rights under clause 12.

5. Service Time

- 5.1. The Services shall be rendered at such time which is customary on the market, respectively during working days between 8.30 am and 6 pm. Any deadlines and time limits with regard to the rendering of the Services are only binding if agreed to in writing by SIE beforehand.
- 5.2. If after commencement of the performance of the Services and/or issuance of the respective Services Quotation, the Customer requests SIE to perform any Services beyond the customary working hours mentioned in Clause 5.1., on a weekend or public holiday in Singapore, SIE will charge the Customer an additional overtime fee at applicable rates of SGD 15.00 per hour per person plus a surcharge based on SIE applicable rates at the relevant moment (in addition to the overtime fee) for works provided on weekends or public holiday.

6. Customer's Responsibilities

- 6.1. The Customer shall provide to SIE, in a timely manner and at the Customer's sole expense, all information, documents, items and materials in any form (whether owned by the Customer or a third party) which are required or otherwise reasonably requested by SIE to enable SIE to perform the Services, which shall include all Site descriptions and specifications, as well as access to the Site for SIE to perform the Services. SIE shall not be obliged to perform any Services until all the requisite information, documents, items and materials have been provided.

- 6.2. The Customer warrants that all information and documents supplied to SIE herein are complete, accurate and correct in all respects and shall indemnify SIE for all loss and damages suffered by SIE due to any inaccuracy or error in the information and documents provided, as well as any claims or damages arising out of or in connection with such inaccuracy or error.
- 6.3. The Customer shall, upon SIE's request, provide to SIE, in a timely manner and at the Customer's sole expense, access to auxiliary facilities and services that are reasonably required for the provision of the Services. Where the Customer does not provide the auxiliary facilities and services within a reasonable time, SIE shall be entitled to procure such auxiliary facilities and services from third parties and seek full reimbursement from the Customer.
- 6.4. The auxiliary facilities and services shall include without limitation:-
 - (a) adequate access to electronic power supply necessary for the operation of all equipment, capable of being isolated either by isolating switches, removal of fuses or other means to the reasonable satisfaction of SIE, water and proper lighting for all work areas;
 - (b) suitable dry lockable storage space for the storage of machinery, equipment, materials and tools; and
 - (c) suitable rooms on or adjacent to the Site with adequate air-conditioning, lighting, washing, toilet and drinking water facilities for the use of SIE personnel or representatives.
- 6.5. The Customer shall ensure that the Site is at all times in good and adequate conditions for the provision of the Services and that SIE personnel and/or representatives are provided with a safe and secure work environment at all times while they are performing any Services on the Site and/or the Tested Assets, including without limitation, securing that all necessary safety requirements and signalization of the works are met. Customer shall provide SIE personnel and/or representatives with unrestricted access to the Site for the purpose of performing the Services. SIE reserves the right to refuse to perform the Services at any time should the working environment be found at SIE's reasonable discretion, to be unsafe, inappropriate or insecure.
- 6.6. Customer shall inform SIE in advance of any known hazards or dangers, actual or potential, associated with the Tested Assets and the Site.
- 6.7. The Customer shall provide on SIE's request a suitably qualified or informed representative, agent or employee to accompany SIE's personnel when providing the Services and shall render such assistance or give such advice as required to enable SIE personnel to have unrestricted access to the Site and to perform the Services effectively.
- 6.8. The Customer shall obtain and maintain all necessary permits, licenses and consents and comply with all relevant legislation in connection with and as required to enable SIE to provide the Services, in all cases before the date on which the Services are to start. The Customer shall, promptly on request, provide any reasonably evidence of meeting any such requirements in connection with the Services to SIE.
- 6.9. If SIE's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, or failure by the Customer to perform any relevant obligation then, without prejudice to any other right or remedy it may have, SIE shall be allowed to at its sole discretion (i) either terminate the Agreement as per clause 12 or (ii) obtain an extension of time to perform its obligations subject to its availability.

7. Payment and Charges

- 7.1. In consideration of the provision of the Services by SIE, the Customer shall pay all fees at the rate and in the manner specified in the Service Quotation.

- 7.2. Unless otherwise specified in the Service Quotation, the Customer shall make full payment of all invoices received from SIE (including all fees, additional charges and any other costs stated on the invoice) within thirty (30) calendar days from the date stated on the invoice.
- 7.3. If the Customer fails to make full payment on the due date, then without prejudice to any other right or remedy available to SIE, SIE shall be entitled to, at its sole discretion:
 - (a) terminate the Agreement or suspend any further Services or other obligations to the Customer under the Agreement (without being liable to Customer for any losses so caused);
 - (b) apply any monies received from the Customer in relation to the Agreement or any other contract or agreement between the Customer and SIE, including but not limited to deposits or security payments, towards the payment of the relevant invoice; and/or
 - (c) charge the Customer interest on the amount unpaid on a daily basis at the rate of one per cent (1%) per annum above the average Prime Lending Rate of the Development Bank of Singapore, from the due date until payment in full is received by SIE, plus an administrative fee based on SIE applicable rates at the relevant time.
- 7.4. All sums payable to SIE under this Agreement:
 - (a) are exclusive of GST, and the Customer shall in addition pay an amount equal to any GST chargeable on those sums on delivery of a GST invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.5. In the event that there are any changes in laws, regulations or engineering standards that materially increase SIE's costs of providing the Services after the Agreement has been entered into, SIE may request that any fees and additional charges under this Agreement are increased by a reasonable amount, following which the parties shall negotiate in good faith to agree on the amount by which the fees and additional charges should be increased.
- 7.6. Without prejudice to and in addition to any other rights and remedies that SIE may have at law and/or in equity, SIE shall have the right to immediately suspend the provision of any or all Services under this Agreement without notice should there be any default in payment by the Client and in such event, SIE shall not be liable for any consequential loss or damage that may result to the Customer and/or any other person, whether directly or indirectly, as a result of such suspension.
- 7.7. SIE reserves the right to require partial payment from the Customer upon the completion of any part of the Services and upon the issuing of the Report. Payment for partial completion of Services shall be based on the items listed in the Service Quotation.

8. Intellectual Property Rights

- 8.1. All Intellectual Property Rights in all materials (whether in hard copy or electronic form), which SIE creates or supplies to the Customer in the course of performing the Services under this Agreement, including without limitation in and to the Report, will, as between the parties, be owned by SIE. SIE grants the Customer a worldwide, non-exclusive, non-sub-licensable, royalty-free, perpetual license to reproduce and use the Report for the purpose of the Customer's business operations.
- 8.2. The Customer shall indemnify SIE in full against all liabilities, actions, demands, costs, expenses, damages and losses arising out of or in connection with any claim brought against SIE for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement arises out of or relates to SIE's use of any information provided by the Customer under this Agreement.
- 8.3. The Customer agrees not to, and shall ensure that (to the extent applicable) its employees, agents and advisors do not, disclose to third parties, any confidential or proprietary information disclosed by SIE pursuant to this Agreement (including information not generally known to the public, such as without limitation technical, development, marketing, sales, operating, performance, cost, know-how, business and process information or computer

programming techniques), except: (i) with SIE's prior written permission; (ii) as required by applicable law or regulation or pursuant to a court order or direction of any government authority or regulatory body or stock exchange; or (iii) where the information is already known to, or has been obtained by independent means, or was independently developed, by the Customer, or is already in the public domain through no fault of the Customer.

- 8.4. In this Agreement, Intellectual Property Rights shall mean patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

9. Liability

- 9.1. Subject to clause 9.3 (liabilities which cannot legally be limited), SIE's total cumulative liability for any act or omission, whether in contract, tort (including negligence or strict liability) or any other legal or equitable theory during the provision of this Agreement shall not exceed, in the aggregate, the fees payable under this Agreement for the Services. This Clause shall apply in respect of any loss or damage caused by any act or omission of SIE's employees, agents, affiliates and sub-contractors in connection with this Agreement based on gross negligence or willful misconduct.
- 9.2. Save to the extent prohibited by law, the Customer shall be liable and indemnify SIE and its employees, agents, affiliates and sub-contractors in full for and against all costs, losses, damages, expenses or liabilities incurred or suffered by them, including all legal expenses and other professional fees, arising out of or in connection with:
- (a) any results and findings in the Report based on unclear, erroneous, incomplete or misleading information provided by the Customer; .
 - (b) any misrepresentation, violation or breach by the Customer or any its sub-contractors, affiliates, agents or employees of any of the terms of the Agreement, including without limitation clause 6.
- 9.3. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

10. Warranties

- 10.1. SIE warrants that:
- (a) it will provide the Services in a proper, workmanlike and professional manner at all times;
 - (b) it will exercise reasonable standards of skill, care and diligence in the performance of the Services;
 - (c) it will retain enough personnel with the expertise required to provide the Services; and
 - (d) its personnel possess the required skills and experience required to provide the Services.
- 10.2. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permissible by law.

11. Force Majeure

- 11.1. SIE shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to force majeure. For the purposes of this

clause, force majeure shall mean any unforeseen event beyond the reasonable control of SIE such as, but not limited to any act of God, act of government or any authorities, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, default of supplier or subcontractors, infectious diseases, pandemics, epidemics, as well as travel restrictions or travel warnings due to any such events. If any delay in performing, or any failure to perform the Agreement, is caused by the delay of a subcontractor of SIE and is beyond the control and without the fault or gross negligence of SIE, SIE shall incur no liability for such delay.

- 11.2. If such delay or failure continues for at least one (1) month, the Customer may terminate this Agreement immediately with written notice. In such event, the Customer shall pay SIE a reasonable sum in relation to Services already rendered and any costs and expenses incurred by SIE prior to termination.

12. Termination or Suspension of the Services

- 12.1. Without prejudice to SIE's other rights to terminate the Agreement, SIE shall be entitled to at its sole discretion (i) terminate the Agreement or suspend the provision of any Services under the Agreement without any liability to the Customer, and (ii) demand that the fee, additional charges or balance thereof shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and (iii) retain any security given or monies paid by the Customer and apply the said security or monies against the assessed loss and damages, if any, suffered by SIE, in the event that: (i) the Customer is in breach of the Agreement; (ii) in the event of delay or rescheduling of the Services in whole or in part by or due to the Customer for whatever reason, or (iii) in the reasonable opinion of SIE, there occurs a material change in the financial position of the Customer which is likely to affect the Customer's ability to perform its obligations under the Agreement.
- 12.2. Termination of the Agreement by SIE shall not discharge the Customer from any obligations or liabilities that have accrued up to the date of termination.
- 12.3. The rights and remedies granted to SIE pursuant to the Agreement are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

13. Governing Law and Jurisdiction

- 13.1. The Agreement (including these Terms and Conditions) shall be governed by and construed in accordance with the laws of Singapore. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded.
- 13.2. Any dispute arising out of or in connection with this Agreement (including tortious or non-contractual disputes or claims), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (**SIAC**) in accordance with the Arbitration Rules of the SIAC (**SIAC Rules**) for the time being in force, which rules are deemed to be incorporated by reference into this Clause. The seat of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English. For disputes where the total quantum in dispute (including all counterclaims) is less than S\$5 million, the tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of SIAC. For disputes where the total quantum in dispute (including all counterclaims) is equal to or greater than S\$5 million, or where the quantum in dispute is indeterminate, the tribunal shall consist of three (3) arbitrators to be appointed by the Chairman of the SIAC.

14. Others

- 14.1. No alteration, amendment or waiver of any of the Agreement shall have any effect unless made in writing and signed by both parties.
- 14.2. SIE reserves the right to modify and change these Terms and Conditions at any time at its sole discretion.
- 14.3. In the course of the provision of the Services, SIE may obtain access to the personal data of the Customer and/or its employees or representatives. SIE shall collect, use, disclose and process the personal data only to the extent necessary to fulfil its contractual obligations under this Agreement, and shall do so in compliance with applicable data protection regulations and according to the Screening Eagle group of companies' Data Privacy Policy located at www.screeningeagle.com which is incorporated by reference in this Agreement.
- 14.4. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.
- 14.5. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Date: 27 August 2021